

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	)	Chapter 7
	)	Bankruptcy No. 24-10218-CMA
MELANIE A. SMITH,	)	
a/k/a M. A. Smith, a/k/a M. Smith,	)	DECLARATION OF MICHAEL P. KLEIN
	)	IN SUPPORT OF TRUSTEE'S MOTION
Debtor(s).	)	FOR AN ORDER AUTHORIZING SALE
	)	OF REAL PROPERTY OF THE ESTATE
	)	FREE AND CLEAR OF LIENS AND
	)	ENCUMBRANCES OR, IN THE
	)	ALTERNATIVE, ABANDONING
	)	PROPERTY

The undersigned makes the following statement under penalty of perjury:

1. I am over 18 years of age, am competent to testify to the statements herein and make the statements herein based on facts personally known to me.

2. I am the Chapter 7 trustee in the above-captioned bankruptcy.

3. Attached hereto is a copy of the purchase and sale agreement entered into between the trustee and Stephen M. Fry for the real property located at 3057 - 42<sup>nd</sup> Avenue West, Seattle, Washington 98199 ("the Property"). The sale price is \$1,280,000.

4. I have reviewed the claim of Deutsche Bank National Trust Company, as indenture trustee, on behalf of the holders of the Terwin Mortgage Trust 2006-8, asset-backed securities, Series 2006-8 ("Deutsche Bank"), the creditor with the second deed of trust against the Property. It appears that a sizeable portion of the claim is made up of payments due more than six years before the filing of the bankruptcy petition. This gives rise to a defense of the statute of limitations to at

1 least a portion of the claim. It also raises the possibility that a portion of the debt can be preserved  
2 for the estate.

3 5. The third obligation potentially secured by the Property is to the Federal National  
4 Mortgage Association. This appears to be a duplication of the first deed of trust, the U.S. Bank debt.

5 6. The debtor has claimed a homestead exemption in the Property. However, the  
6 recorded encumbrances exceed the sale price. I believe there will eventually be money for the  
7 homestead, but that needs to wait until the encumbrances are decided. Distribution to the debtor is  
8 subject to further order of the Court.

9 7. Should the Court not approve the sale, I am requesting as alternative relief an order  
10 abandoning the Property. The debtor has a very low tax basis in the Property. The sale or the  
11 foreclosure could generate a large tax claim. If the Property is sold, there will be money available  
12 to pay the tax. If the Property is lost to foreclosure, the sale could generate a tax obligation with no  
13 funds to pay it.

14 DATED this 25<sup>th</sup> day of March, 2025.

15  
16 */S/ Michael P. Klein*

17 \_\_\_\_\_  
18 Michael P. Klein  
19  
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25

## Instructions for offering on this property

**Submit all offers to offers@ssapprovals.com or fax to 206.299.3131**

The purchase contract is specific to the bankruptcy, and the trustee will not sign any addendum that conflicts with the purchase contract. If there are specific items that you want covered in the purchase and sale, or your office requires specific addendums please discuss with our team prior to offer submission. **All sales are as-is/where-is.**

Errors and Changes to the offer must be kept to a minimum. Too many changes will slow the process with the lien holder. You may be asked to resubmit a clean offer if too many changes are present. Please follow these instructions carefully do not abbreviate the seller name on any page.

**Seller Name to be written as:** Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

**Per Lien holder: Offer must be INK signed** Yes ☐ No ☒

### Required for an offer:




1. Bankruptcy Trustee purchase contract-Attached
2. Carve-out/As is/Utilities addendum-Attached, do not add any other language
3. Form 17 is attached. Buyer must sign waiver of right to receive a completed form 17-Attached
4. Legal Description-Attached
5. Pre-approval letter Dated in last 30 Days (if contingent on financing)
6. Proof of funds Dated in Last 30 Days (**down payment, BK fee and closing costs**)
7. Copy of EM check made out to Escrow listed on page 5 paragraph 16 of Purchase and Sale

### Also may be included

1. If buyer wishes to purchase extended title coverage at their own expense, this may be addressed on a separate Addendum.
2. 22J-Lead Paint-as needed
3. 22K-Utilities- may be included
4. 22SS-Short Sale-(Must be included if this is a short sale) with inspection and deposit of EM beginning at mutual.
5. 22T-Title Contingency

Included in the List Price is the Carve-out (or buyer's premium) that must be paid. This amount is 5.5% of the purchase price or \$20,000 whichever is higher. On properties less than \$215,000 the amount of the carve-out is 5.5% of the purchase price or \$15,000 whichever is higher. In a short sale, that amount cannot be included in the contract purchase price, this fee will appear on the HUD and both the lienholder and buyers lender are aware of the fee. In order to qualify to purchase one of these homes, the buyer must have available 1) their down payment funds 2) carve out bankruptcy fee and 3) their closing costs. Proof of these funds being available at the time the offer is made is a requirement. The Lien Holder may agree to pay up to 3% in closing costs on FHA, VA, and USDA Loans.

**Please do NOT specify that fixtures or built in appliances must be included. The trustee will not sign anything specifically stating that they are included.**

Buyer Initial:  Buyer Initial: \_\_\_\_\_ Selling Broker (Agent) Initial:    
 Date: 03/09/25 Date: \_\_\_\_\_ Date: 03/09/25 03/08/25

We have been appointed by the Chapter 7 Trustee to sell this home. Pursuant to section 541 of the bankruptcy code all property of the Debtor at the time of filing becomes property of the bankruptcy estate to be administered by the Court Appointed Trustee. The real property was owned at the time of filing the bankruptcy proceedings and is therefore, property of the estate to be administered by the Trustee pursuant to orders of the Bankruptcy Court. The trustee is the one who will sign all offers. This decision is based on recovering as much money as possible for the bankruptcy estate.

**Offer process.**

In a multiple offer situation, the trustee will review offers as soon as a reasonable amount of time has elapsed to allow all interested parties to view the home. Please present your highest and best offer in a multiple offer situation because the trustee does not counter. As long as proof of funds was provided, trustee will be looking at price and strength of commitment to the process. **All sales are as is/where is.** The trustee is not available on weekends, and is in court a couple days a week, so sometimes it can be a couple days before offers are responded to.

**Inspection**

Once we have a ratified contract, the buyer's 15 day inspection contingency commences. **This is pass/fail only.** The trustee will not complete repairs, offer a credit or reduce the price. If the buyer terminates or waives inspection, this can be done using a NWMLS form 90 Notice. It is the buyer's responsibility to determine whether utilities are on and/or available. The utilities are to be turned on in the buyer's name and at buyer's expense. If the home is winterized, the buyer is responsible for the actual costs to activate, deactivate and re-winterize the property. Contractor must be approved by listing team.

**Court approval process**

**This Process begins at the discretion of the trustee, based on progress with the Lien Holder.**

The trustee must provide notice to all creditors on the bankruptcy that the home (part of the bankruptcy estate) is being sold. The creditors have 21 days to object to the sale. During this time period, the sale is still subject to back up/bump offers. After the time period has passed the trustee presents the proposed sale order to the court. If approved, the MLS status will be changed to Pending (from pending backup) and back up offers are no longer solicited.




**Back up/bump offers**

Prior to the final court approval, the transaction is ALWAYS subject to back up/bump offers. If your buyer is in first position, they have the option of matching any back up/bump offer. Back up/bump offers have to beat the first position offer by at least 1% of the purchase price or \$5,000 dollars, whichever is greater, and they must also waive any contingencies that have already been waived by the first position buyer at the time of writing.

**Short sale process**

Concurrent to the court approval, we will be seeking lienholder approval. It is our goal to update you regularly with the progress on that end. Please direct any inquires to the negotiator assigned to you after mutual acceptance.

Please let us know if you have additional questions not covered in this explanation.

Buyer Initial:  Buyer Initial: \_\_\_\_\_ Selling Broker (Agent) Initial:    
Date: 03/09/25 Date: \_\_\_\_\_ Date: 03/09/25 03/08/25

SUMMARY

OFFER SUMMARY FOR RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE of OFFER 3/4/25

MLS # 2332357 SELLING BROKER LAG# 110761 SELLING OFFICE ID 6534

BASE OFFER PRICE \$ ~~\$1,100,000~~ \$1,213,270.14 (Enter this amount on Page 1) DS  
mpkt  
03/12/25 3/17/2025 | 4:23 PM

+  
BUYERS PREMIUM/CARVE OUT \$ ~~60,500~~ \$66,729.86 DS  
mpkt  
03/12/25

=  
TOTAL PURCHASE PRICE \$ ~~1,160,500~~ \$1,280,000.00 DS  
mpkt  
03/12/25 3/17/2025 | 4:

BUYER CLOSING COST REQUESTED \$ \_\_\_\_\_  
(MUST BE APPROVED BY LIEN HOLDER)

DS  
mpkt  
03/12/25  
3/17/2025 | 4:23 PM PDT

REQUIRED ADDENDA:

1. Bankruptcy Purchase and Sale--Attached
2. Carve out/As Is/Utilities addendum--Attached
3. Form 17, waived--Attached
4. Legal description--Attached
5. Pre-approval dated in last 30 days
6. Proof of funds dated in last 30 days
7. Copy of EM Check-made out to escrow listed on page 5 paragraph 16 of Purchase and Sale

OPTIONAL ADDENDA -CHECK IF INCLUDED

1. ☒ MLS FORM 22J-Lead Paint-As Needed
2. ☒ MLS FORM 22K-Utilities
3. ☒ MLS FORM 22SS-Short Sale (Must be included if this is a short sale)
4. ☒ MLS FORM 22T-Title Contingency
5. ☒ Additional addenda (please list) 22E 42A 35W 90

Buyer(s) exact names and how they will take title:

Stephen M Fry

Buyer Initial: SMF Buyer Initial: \_\_\_\_\_  
Date: 03/09/25 Date: \_\_\_\_\_

Seller Initial: mpkt  
Date: 3/17/2025 | 4:23 PM PDT

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### U.S. BANKRUPTCY COURT, WESTERN DIST. OF WASHINGTON AT SEATTLE

THIS AGREEMENT is entered into by and between the below named Buyer and the below named Seller, in his or her capacity as a United States Bankruptcy Trustee for the below named bankruptcy estate. The Buyer agrees to purchase and the Seller agrees to sell the described property pursuant to the following terms and conditions:

**BUYER(S):** Stephen M Fry  
**ADDRESS:** 688 110th Ave NE S1410  
**CITY, STATE & ZIP CODE:** Bellevue, WA 98004  
**PHONE:** 612 619-2299  
**EMAIL:** stephenmfry@gmail.com

**SELLER:** Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

**PROPERTY STREET ADDRESS:** 3057 42nd Ave W

**CITY, STATE & ZIP CODE:** Seattle, WA 98199

**LEGAL DESCRIPTION:** Attached on Exhibit "A" hereto

**PURCHASE PRICE:** (Base offer Price) ~~\$1,100,000~~ \$1,213,270.14 3/17/2025 | 4:23 PM

**DATE OF CLOSING:** Within 45 days of Bankruptcy Court or lender approval, whichever is later

**SELLING FIRM:** Windermere Real Estate Magnolia **MLS OFFICE NO** 6534

**SELLING FIRM ADDRESS:** 3214 W McGraw St Ste 201

**CITY, STATE & ZIP CODE:** Seattle, WA 98199

**SELLING BROKER:** Matt Reynolds and Jennifer Sandmeyer **MLS LAG** 122114

**PHONE AND FAX:** 206 779-4722

**EMAIL:** jennisandmeyer@windermere.com

**LISTING FIRM:** RE/MAX Eastside Brokers Kai Rainey 34930  
 11555 SE 8<sup>th</sup> St. Bellevue, WA 98004  
 206-681-9670 (main line) 206-299-3131 (fax)  
offers@ssapprovals.com

Title is Open with First American  
 Title # 4209-4148179


**WIRE TRANSFER** ☒ **PROMISSORY NOTE** ☐

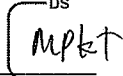
**EARNEST MONEY AMOUNT:** \$65,000.00 **FORM:** CASH ☐ PERSONAL CHECK ☐ CASHIERS CHECK ☐

**Buyer Initial:** SMF **Buyer Initial:** \_\_\_\_\_  
**Date:** 03/09/25 **Date:** \_\_\_\_\_

**Seller Initial:** MPK **Seller Initial:** \_\_\_\_\_  
**Date:** 3/17/2025 | 4:23 PM PDT **Date:** \_\_\_\_\_

1. **No Representations or Warranties.** The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.
2. **Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five percent of the purchase price, only that portion of the earnest money deposit equal to five percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and understand and agree to it.


Buyer Initial:  Buyer Initial: \_\_\_\_\_  
Date: 03/09/25 Date: \_\_\_\_\_

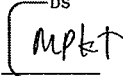
Seller Initial:  Seller Initial: \_\_\_\_\_  
Date: 3/17/2025 | 4:23 PM PDT Date: \_\_\_\_\_

3. **Financing.** This offer ☐ is ☒ is not conditioned upon Buyer obtaining a ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ FHA 203k ☐ Other: \_\_\_\_\_


Buyer Does \_\_\_\_\_/Does Not ☒ request that seller pay up to \_\_\_\_\_ in closing and other allowable costs (must be agreed to by lienholder).

4. **Down Payment/Loan Application.** Buyer agrees to pay \_\_\_\_\_ down, and to make an application, in good faith, within seven days after approval of this Agreement, for a market rate loan to pay the balance of the purchase price. If application is not made within 7 (seven) days of approval, Seller may retain the earnest money and Agreement may terminate.
5. **Proof of Funds.** In the event buyer fails to provide proof of all necessary funds to close; including down payment, closing costs and bankruptcy fee within 48 hours of Sellers acceptance of offer, then this agreement may be terminated by notice from the seller to the buyer and earnest money shall be returned to the buyer.
6. **Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after initial signing of this Agreement, given notice that Buyer has obtained financing or waived the financing condition, then this Agreement may terminate upon the expiration of the 30th day after initial signing. If termination occurs, Seller shall remit the earnest money to the Buyer.

Buyer Initial:  Buyer Initial: \_\_\_\_\_  
Date: 03/09/25 Date: \_\_\_\_\_


Seller Initial:  Seller Initial: \_\_\_\_\_  
Date: 3/17/2025 | 4:23 PM PDT Date: \_\_\_\_\_

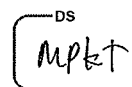
7. **Loan Costs.** Seller will not be responsible for any loan costs, unless agreed to upon mutual acceptance, except (1) such portion of Buyer's costs that Buyer is prohibited from paying pursuant to applicable FHA regulations; and (2) if this sale is financed by a VA loan, the Seller agrees to pay those closing costs Buyer is prohibited from paying pursuant to applicable VA regulations.
8. **Inspections.** The Buyer has fifteen (15) days from the date of mutual with the trustee to inspect the premises. Inspection contingency shall be deemed waived, unless the Buyer provides Seller with written notice within said fifteen (15) days that the inspection contingency has not been waived and earnest money shall be returned to the buyer.

Buyer Initial:  Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. The Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefor. Buyer will return the property to its original condition after said inspection or test. The Buyer will hold the Seller, its officers, agents and attorneys harmless from all claims arising out of Buyers inspection or testing of the property.

9. **Defects.** Buyer represents to the Seller that Buyer will fully inspect the property and Buyer assumes the responsibility and risks of all defects and conditions, including such defects and conditions, if any, that cannot be observed by casual inspection. Seller makes no representation or warranties expressed or implied of any kind with respect to, among other things; (a) the dimension, size or acreage of the premises; (b) any applicable governmental laws or regulations; (c) availability of water, sewer or other utilities; (d) the environmental condition of the property; or (e) the existence or non-existence of urea-formaldehyde or asbestos.
10. **Personal Property.** The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not included in the sale. The debtor(s) may claim personal property on the premises, such as non-built-in appliances, drapes, curtains, etc., as exempt property. In such instance that personal property is not included in the sale.
11. **Feasibility Study.** If the Purchase and Sale Agreement is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller with a copy of every study, report, analysis or appraisal regarding the property.

Buyer Initial:  Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

Seller Initial:  Seller Initial: \_\_\_\_\_  
 Date: 3/17/2025 | 4:23 PM PDT



12. **SHORT SALE DISCLOSURE** This sale is ☒ is not ☐ a short sale. If this is a short sale the following shall apply:

- a. This agreement is contingent upon the seller obtaining written consent from the lienholder(s) within 30 days (60 days if not filled in, must match days entered on NWMLS form 22SS) of mutual acceptance. Seller shall notify buyer of lienholder approval by providing buyer a copy of the lienholder approval letter. If seller fails to reach agreement with lienholder, this agreement shall terminate and earnest money will be refunded to the buyer.
- b. Buyer acknowledges that lienholder may have additional addendums and clauses that will be integrated into this agreement. Buyer agrees to return all lienholder required documents within 2 calendar days of receipt. If buyer fails to return required documents, this transaction may be cancelled by the seller and earnest money shall be returned to the buyer.

Buyer Initial: SMA Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

- c. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs **may not be agreed to by lienholder**. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

Buyer Initial: SMA Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

13. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation or ordinance with respect to the property. Buyer understands and agrees that any knowledge about the condition of the property of other parties including the trustee's real estate agent, debtor, the debtor's employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement with respect to any and all defects, including but not limited to, hazardous waste and environmental condition.


14. **Possession.** Buyer shall be entitled to possession upon closing.

15. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is".

Buyer Initial: SMA Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

Seller Initial: DS mpkt  
 Date: 3/17/2025 | 4:23 PM PDT


- First American Title Insurance || Team Sandy Do  
Address: 11400 SE 8th St., STE 250, Bellevue, WA 987004  
Limited Practice Officer Contact: Sandy Do  
email: teamsandy@firstam.com  
phone: 425.732.4822

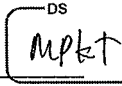
- Buyer Initial:  Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: \_\_\_\_\_

Seller Initial: DS  
mpkt

Date: 3/17/2025 | 4:23 PM PDT

22. **Sale Information.** After approval by the United States Bankruptcy Court, selling agent is authorized to report this Agreement (including price and all terms) to the Northwest Multiple Listing Associations or such other applicable listing association that publishes it to its members, financing institutions, appraisers and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies and other parties related to the sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including buyer's credit report.
23. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any addenda hereto) must be in writing, signed by any one Buyer or Seller (including either husband or wife) and received by selling agent who, for this limited purpose, shall be the agent of both parties. Any time limit in or applicable to a notice shall commence on the date following receipt of the notice by the selling agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. Buyer must keep selling agent advised of their whereabouts to receive prompt notification of receipt of a notice. Selling agent has no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement.
24. **Earnest Money Receipt and Disbursement.** Selling agent acknowledges receipt from Buyer of the earnest money as set forth above in the form indicated to be held in Closing Agent's pooled trust account (with interest paid to the Washington Housing Fund or such other relevant fund in accordance with applicable laws). Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, and escrow cancellation fee, may be paid from the earnest money prior to its disbursement.
25. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made. Accordingly, the purchase agreement is conditioned on: (1) the trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C. Section 506(c) if there are liens against the property.

Buyer Initial:  Buyer Initial: \_\_\_\_\_  
Date: 03/09/25 Date: \_\_\_\_\_

Seller Initial:  Seller Initial: \_\_\_\_\_  
Date: 3/17/2025 | 4:23 PM PDT



- ☐ Seller ☒ Buyer ☐ Neither ☐ Both.
- Initial: JS Buyer Initial: SM Buyer Initial: \_\_\_\_\_  
 Date: 03/09/25 Date: 03/09/25 Date: \_\_\_\_\_  
 Date: 03/08/25

Seller Initial: DS  
mplet

Date: 3/17/2025 | 4:23 PM PDT

36. **Addenda.** The following addenda are attached hereto and made a part of this Agreement:

[ ] NONE [ ☒ ] 22E 35 42A

37. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses Listed below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.

Selling Broker Email Address

jennissandmeyer@windermere.com

mattreynolds@windermere.com

Selling Firm Document Email Address

wremagnolia@windermere.com

Listing Broker Email Address

offers@ssapprovals.com

Listing Firm Document Email Address

eastsidebrokers@metroeastside.com

38. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

DocuSigned by:  
SELLER SIGNATURE: Michael P Klein, Trustee DATE: 3/17/2025 | 4:23 PM PDT  
SELLER: Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

Authentication  
BUYER SIGNATURE: Stephen M Fry DATE: 03/09/25  
BUYER PRINT: Stephen M Fry

BUYER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER PRINT: \_\_\_\_\_

Buyer Initial: SMP Buyer Initial: \_\_\_\_\_  
Date: 03/09/25 Date: \_\_\_\_\_

DS  
Seller Initial: mpkt  
Date: 3/17/2025 | 4:23 PM PDT

Form 22SS  
Short Sale Addendum  
Rev. 5/14  
Page 1 of 1

# SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

©Copyright 2014  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated 3/4/25 1  
between Stephen M Fry ("Buyer") 2  
and Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218 ("Seller") 3  
concerning 3057 42nd Ave W Seattle, WA 98199 (the "Property"). 4

1. **SHORT SALE.** A "Short Sale" is a transaction that depends on Seller's creditor(s)' agreement to accept less than the amount secured by the Property in order to satisfy Seller's obligations at Closing. Buyer and Seller acknowledge that the purchase price is insufficient to cover Seller's obligations at Closing and that this Agreement constitutes a Short Sale. 5
2. **SHORT SALE CONTINGENCY.** This Agreement is contingent upon Seller obtaining written consent from Seller's creditor(s) for the Short Sale and Seller's acceptance of any conditions imposed by Seller's creditor(s) ("Lender Consent"). Seller shall have 30 days (60 days, if not filled in) after mutual acceptance to obtain Lender Consent. If Seller timely gives notice of Lender Consent to Buyer ("Notice of Lender Consent"), then this contingency shall be deemed satisfied. If Seller fails to timely give Notice of Lender Consent to Buyer, then this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. If Seller becomes aware that Seller's creditor(s) did not consent to the Agreement or if Seller decides not to accept the conditions imposed by Seller's creditor(s), Seller shall give notice to Buyer of that fact within 2 days and upon Seller's notice, this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. Buyer and Seller acknowledge that Seller has limited control over whether Seller's creditor(s) will consent to the sale and when such consent is given. 9
3. **OFFERS FROM OTHER BUYERS.** Seller may accept offers from other buyers to purchase the Property to submit to Seller's creditor(s). The parties are advised that some creditors may require that Seller submit multiple offers in order to satisfy Seller's obligations to its creditors. Buyer acknowledges that this Agreement does not have any priority over agreements with or offers from other buyers. Seller has limited control over which agreement Seller's creditor(s) may approve, and Seller may continue to market the Property. At the time of the offer, Buyer is advised to inquire about other offers that Seller may have already accepted. 20  
If, after mutual acceptance, Seller submits an offer from another buyer to Seller's creditor(s), Seller must give notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer may terminate this Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the Earnest Money, if deposited, shall be refunded to Buyer. 26
4. **TERMINATION BY BUYER.** Buyer ☐ may; ☐ may not (may, if not filled in) terminate this Agreement at any time prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under any other condition or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Agreement under this Section, the Earnest Money, if deposited, shall be refunded to Buyer. 30
5. **COMPUTATION OF TIME.** For the purposes of computing time only (except for paragraph 2 above and the specific items checked below), all timelines in this Agreement shall begin on the date of Notice of Lender Consent. The timelines for the following items, if checked, shall instead begin on mutual acceptance: 34  

<input type="checkbox"/> Deposit of Earnest Money	<input type="checkbox"/> Inspection Addendum (Form 35)
<input type="checkbox"/> Financing Addendum (Form 22A)	<input type="checkbox"/> Title Contingency Addendum (Form 22T)
<input type="checkbox"/> Buyer's Sale of Property Contingency Add. (Form 22B)	<input type="checkbox"/> Septic Addendum (Form 22S)
<input type="checkbox"/> Homeowner's Assoc. Review Period (Form 22D)	<input type="checkbox"/> Neighborhood Review (Form 35 or 35N)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

  
6. **CLOSING.** The Closing Date shall be \_\_\_\_\_ days (30 days, if not filled in) after Notice of Lender Consent, which date shall supersede the Closing Date otherwise provided for in this Agreement. 42
7. **IMPLICATIONS OF A SHORT SALE.** The parties acknowledge that this Addendum does not fully explain all of the implications of a Short Sale. The parties are advised to seek the advice of third party professionals regarding this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Short Sale Seller Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions. 44
8. **NOTICES.** NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for any notice required by this Addendum. 48

*SMA*

03/09/25

Buyer's Initials

Date

Buyer's Initials

Date

DS

*MPK*

3/17/2025

4:23 PM PDT

Seller's Initials

Date

Seller's Initials

Date

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 3-4-25 1  
between Stephen M Fry ("Buyer") 2  
and Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218 ("Seller") 3  
concerning 3057 42nd Ave W Seattle , WA 98199 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. No Representations or Warranties. The Seller is a bankruptcy trustee and therefore he/she has  
no personal knowledge regarding the property. There are no representations or warranties  
regarding the property or its condition. All sales are "as is, where is" and without any  
representations or warranties of any kind express or implied.

2. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA  
liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for  
all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may  
terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

3. Buyer agrees to pay up to 5.5% of purchase price or as outlined below (check one below) whichever is  
greater, at closing as a buyers premium to the estate. This fee must be paid in full at closing and cannot be  
included in the loan amount. Fee will appear on HUD as Buyer Bankruptcy Fee. Buyer represents that these  
funds are available and agrees to provide proof of funds with offer when submitted.

Base offer Price \$0-215,000 ☐ \$15,000 BK Fee

Base offer Price \$215,001-\$364,000 ☐ \$20,000 BK Fee

Base offer Price \$364,001 and up ☒ 5.5% BK Fee

Sale is subject to a successful rescission of previous  
contract dated 2/4/2025 between Everose LLC and Trustee  
Michael P Klein

03/18/25

*SMF*

*DS*  
*MPKt*

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: *SMF* 03/09/25 Date: \_\_\_\_\_ SELLER: *DS* *MPKt* Date: 3/17/2025 | 4:23 PM P  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_



## IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between Stephen M Fry \_\_\_\_\_ (“Buyer”) 2  
Buyer Buyer  
and Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218 \_\_\_\_\_ (“Seller”) 3  
Seller Seller  
concerning 3057 42nd Ave W Seattle, WA 98199 \_\_\_\_\_ (the “Property”). 4  
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

WATER DISTRICT:	Seattle Public Utilities	8
	Name _____ e-mail or website (optional) _____	9
	Address _____	10
	City, State, Zip _____ Fax No. (optional) _____	

SEWER DISTRICT:	Seattle Public Utilities	Fax No. (optional)
	Name	e-mail or website (optional)
	Address	
	City, State, Zip	Fax No. (optional)

IRRIGATION DISTRICT: \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Fax No. (optional) \_\_\_\_\_

Name \_\_\_\_\_ e-mail or website (optional) \_\_\_\_\_

Address \_\_\_\_\_

GARBAGE:	City/State/Zip	Fax. No. (optional)	17
	Seattle Public Utilities		
	Name	e-mail or website (optional)	18
	Address		

ELECTRICITY:	City, State, Zip	Fax No. (optional)
	Seattle Public Utilities	
	Name	e-mail or website (optional)



GAS:	Address		22
	City, State, Zip	Fax. No. (optional)	23
	Name		e-mail or website (optional)

SPECIAL DISTRICT(S): \_\_\_\_\_ Address \_\_\_\_\_  
 \_\_\_\_\_ City, State, Zip \_\_\_\_\_ Fax. No. (optional) \_\_\_\_\_

(local improvement districts or utility local improvement districts)	Name	e-mail or website (optional)	27
	Address		28
	City, State, Zip	Fax. No. (optional)	

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or to insure payment of, Seller's utility charges.

		03/09/25				3/17/2025   4:23 PM PDT	
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

Form 22E  
FIRPTA Certification  
Rev. 7/19  
Page 1 of 1

# FIRPTA CERTIFICATION

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The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

## **SELLER CERTIFICATION.** Seller hereby certifies the following:

**PROPERTY.** I am the Seller of real property ☒ at:

3057 42nd Ave W

Seattle, WA 98199

Address

City

State

Zip

or ☒ (if no street address) legally described on the attached.

**CITIZENSHIP STATUS.** I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

## **TAXPAYER I.D. NUMBER.**

My U.S. taxpayer identification number (e.g. social security number) is \_\_\_\_\_  
(Tax I.D. number to be provided by Seller at Closing)

## **ADDRESS.**

My home address is 330 Madison Ave. S., Suite 110 Bainbridge Island, WA 98110

Address

City

State

Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller

Date

Seller

Date

## **BUYER CERTIFICATION** (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family\* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

\* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Stephen M Fry

03/09/25

Buyer

Date

Buyer

Date

**WASHINGTON  
REALTORS®**

**CAUTION**

**FRAUD ALERT**

Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take **two simple steps**:

## CALL BEFORE YOU WIRE

### Beware of the following scam:

1. An email account is hacked (this could be broker's, escrow's, or consumer's email).
2. Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.
3. Hacker, impersonating broker or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the broker or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker.
4. Consumer wires the funds which are stolen by hacker with no recourse for consumer.



Obtain the phone number of your real estate broker and your escrow agent at your first meeting;



Call the known phone number to speak directly with your broker or escrow officer to confirm wire instructions **PRIOR** to wiring.

*SMA*

03/09/25

Broker's Name

Broker's Phone

Escrow Officer's Name

Escrow Officer's Phone

My real estate broker or escrow officer reviewed this pamphlet with me.

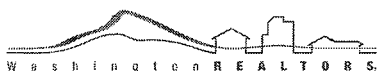
DocuSigned by:

3/17/2025 | 4:23 PM PDT

*Michael P Klein, Trustee*

Signature ID: FBD3F5B5C4E7...

Date



**Never wire funds without first calling the known phone number for broker or escrow and confirming the wire instructions. Do not rely upon e-mail communications.**

Form 22J  
Lead Based Paint Disclosure  
Rev. 7/23  
Page 1 of 2

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS**

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The following is part of the Purchase and Sale Agreement dated 2/17/2025 1  
between Stephen M Fry ("Buyer") 2  
Buyer Buyer  
and Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218 ("Seller") 3  
Seller Seller  
concerning 3057 42nd Ave W Seattle, WA 98199 (the "Property"). 4  
Address City State Zip

**Lead Warning Statement** 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6  
notified that such property may present exposure to lead from lead-based paint that may place young children at 7  
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8  
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9  
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10  
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11  
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12  
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13


**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14  
15

**Seller's Disclosure** 16

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 17
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 18  
19  
20
- ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 21
- (b) Records and reports available to the Seller (check one below): 22
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead- 23  
based paint hazards in the housing (list documents below). 24  
25  
26
- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 27

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 28  
and information provided by Seller are true and accurate. 29

DocuSigned by: 3/17/2025 | 4:23 PM PDT 30  
Michael P Klein, Trustee  
Seller Date Seller Date  
40FFB03F5B5C4E7...

 03/09/25 3/17/2025 | 4:23 PM PDT 03/09/25  
Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

Form 22J  
Lead Based Paint Disclosure  
Rev. 7/23  
Page 2 of 2

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS**  
*Continued*

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**Buyer's Acknowledgment**

- (c) Buyer has received the above Seller's Disclosure and all documents (if any). 31
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. 32
- (e) Buyer has (check one below): 33
- ☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 34
- ☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 35
- This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 36
- This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of disapproval of the risk assessment or inspection to Seller within \_\_\_\_\_ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 37
- Seller may, at Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 38
- If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not filled in) after expiration of the time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 39

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 40

Stephen M Fry 03/09/25 41

Buyer Date Buyer Date 42

**Brokers' Acknowledgment**

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 43

Matt Reynolds 03/09/25 44

Jenna Sandmeyer 03/08/25 Date 45

Signed by: 3/17/2025 | 5:55 PM PDT 46

Heather Kailor Rainey Listing Broker Date 47

SMA 03/09/25 48

Buyer Initials Date Buyer Initials Date 49

MPK 3/17/2025 | 4:23 PM PDT 50

Seller Initials Date Seller Initials Date 51

Form 17  
Seller Disclosure Statement  
Rev. 8/21  
Page 1 of 6

# **SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY**

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**SELLER:** Michael P. Klein, Ch 7 Bankruptcy Trustee For Melanie Smith 24-10218

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

## **INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

## **NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT  
3057 42nd Ave W, CITY \_\_\_\_\_

STATE WA, ZIP \_\_\_\_\_, COUNTY \_\_\_\_\_ ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller ☐ is / ☐ is not occupying the Property.

## **I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

### **1. TITLE**

- |   | YES                      | NO                       | DON'T KNOW               | N/A                      |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. ....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following?   |                          |                          |                          |                          |
| (1) First right of refusal .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

## SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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	YES	NO	DON'T KNOW	N/A	
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
					56
					57

**NOTICE TO BUYER:** Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

## 2. WATER

### A. Household Water

(1) The source of water for the property is:	<input type="checkbox"/> Private or publicly owned water system				65
	<input type="checkbox"/> Private well serving only the subject property	<input type="checkbox"/> Other water system			66
*If shared, are there any written agreements?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
* (3) Are there any problems or repairs needed?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
If no, please explain:	.....				72
* (5) Are there any water treatment systems for the property?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
If yes, are they:	<input type="checkbox"/> Leased <input type="checkbox"/> Owned				74
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
* (b) If yes, has all or any portion of the water right not been used for five or more successive years?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79

### B. Irrigation Water

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
					82
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
					84
* (b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87
If so, please identify the entity that supplies water to the property:					88

### C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
*(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
*(3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93

### 3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

☐ Public sewer system    ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)    96

☐ Other disposal system    97

Please describe:

13. If public sewer system service is available to the property, is the house connected to the sewer main? ☒ ☐ ☐ ☐ 99 100

If no, please explain:

SELLER'S INITIALS

Date \_\_\_\_\_

SELLER'S INITIALS

Date \_\_\_\_\_





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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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## 5. SYSTEMS AND FIXTURES

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: \_\_\_\_\_

	YES	NO	DON'T KNOW	N/A	
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Appliances .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158

\*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease.)

	YES	NO	DON'T KNOW	N/A	
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162

\*C. Are any of the following kinds of wood burning appliances present at the property?

	YES	NO	DON'T KNOW	N/A	
(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....

	YES	NO	DON'T KNOW	N/A	
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167

	YES	NO	DON'T KNOW	N/A	
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168

	YES	NO	DON'T KNOW	N/A	
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169

	YES	NO	DON'T KNOW	N/A	
F. Is the property equipped with smoke detection devices? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170

(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

	YES	NO	DON'T KNOW	N/A	
G. Does the property currently have internet service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171

Provider: .....

## 6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

	YES	NO	DON'T KNOW	N/A	
A. Is there a Homeowners' Association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....

	YES	NO	DON'T KNOW	N/A	
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173

\$ \_\_\_\_\_ per ☐ month ☐ year

☐ Other: .....

	YES	NO	DON'T KNOW	N/A	
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174

	YES	NO	DON'T KNOW	N/A	
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175

## 7. ENVIRONMENTAL

	YES	NO	DON'T KNOW	N/A	
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176

	YES	NO	DON'T KNOW	N/A	
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177

	YES	NO	DON'T KNOW	N/A	
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178

	YES	NO	DON'T KNOW	N/A	
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179

	YES	NO	DON'T KNOW	N/A	
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180

	YES	NO	DON'T KNOW	N/A	
*F. Has the property been used for commercial or industrial purposes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	181

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

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## SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
<b>8. LEAD BASED PAINT</b> (Applicable if the house was built before 1978). .....				<input type="checkbox"/>	213
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					214
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). .....					215
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					216
B. Records and reports available to the Seller (check one below):					217
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). .....					218
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					219
<b>9. MANUFACTURED AND MOBILE HOMES</b>					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	222
If yes, please describe the alterations: .....					223
*B. Did any previous owner make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
<b>10. FULL DISCLOSURE BY SELLERS</b>					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
B. Verification					229
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					230
Seller _____ Date _____					231
Seller _____ Date _____					232

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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Rev. 8/21  
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# **SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY**

(Continued)

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## **II. NOTICES TO THE BUYER**

### **1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

### **2. PROXIMITY TO FARMING/WORKING FOREST**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

### **3. OIL TANK INSURANCE**

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

## **III. BUYER'S ACKNOWLEDGEMENT**

### **1. BUYER HEREBY ACKNOWLEDGES THAT:**

- Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

\_\_\_\_\_  
Buyer Date

### **2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

\_\_\_\_\_  
Buyer Date

### **3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Stephen M Fry 03/09/25

\_\_\_\_\_  
Buyer Date

Seller is a Bankruptcy Trustee and is exempt from providing these disclosures.

SELLER'S INITIALS Date

SELLER'S INITIALS Date

DocuSigned by:

Michael P Klein, Trustee

3/17/2025 | 4:2



Form 42A  
Agency Disclosure – Multiple Brokers  
Rev. 1/24  
Page 1 of 1

**AGENCY DISCLOSURE**  
**MULTIPLE BROKERS**

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The following is part of the Purchase and Sale Agreement dated 3/4/2025

between Stephen M Fry ("Buyer")

and Michael P. Klein, bankruptcy trustee for Melanie Smith 24-10218 ("Seller")

concerning 3057 42nd Ave W Magnolia WA 98199 (the "Property").

This form is for use when more than one broker represents one or both of the parties. The Agency Disclosure on page 5 one of the Agreement is modified to include the following additional disclosure:

Additional Buyer Broker(s): 7

Windermere Magnolia	6534
Buyer Brokerage Firm	MLS Office No.
Jenni Sandmeyer	110761
Buyer Broker (Print)	MLS LAG No.
Buyer Broker DOL License No.	Firm DOL License No.

Buyer represented by: 8

☒ Buyer Broker 9

☐ Buyer Broker/Listing Broker (limited dual agent) 10

Buyer Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

Buyer Brokerage Firm	MLS Office No.	Buyer Represented by: <input type="checkbox"/> Buyer Broker	13
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Buyer represented by: 12

☐ Buyer Broker 13☐ Buyer Broker/Listing Broker (limited dual agent) 14

Buyer Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

Additional Listing Broker(s): 16

Listing Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_ ☐ Listing Broker \_\_\_\_\_ 18

Seller represented by: 17

Listing Broker 18

Listing Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

☐ Listing Broker/Buyer Broker (limited dual agent) 19

Listing Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

Listing Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_ ☐ Listing Broker \_\_\_\_\_ 22

Seller represented by: 21

❑ Listing Broker 22

Listing Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

☐ Listing Broker/Buyer Broker (limited dual agent) 23

Listing Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

24

Authenticity  
SM7

03/09/2025

Buyer's Initials                      Date

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

DS  
mpkt

3/17/2025 | 4:23 PM PDT

<del>Seller's Initials</del>	<del>Date</del>	<del>Seller's Initials</del>	<del>Date</del>
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**First American**

**Commitment for Title Insurance  
Washington - 2021 v. 01.00 (07-01-2021)**

**EXHIBIT A**

File No.: 4209-4148179

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOTS 1 AND 2, BLOCK 4, HIAWATHA PARK SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON.

327180021500

3057 42nd Ave W  
Seattle, Washington 98199

DocuSigned by:

*Michael P Klein, Trustee*

40FFBD3F5B5C4E7...

3/17/2025 | 4:23 PM PDT

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Form 50170653 (8-29-22)

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